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Chief, Mediterranean Bureau

25 February 1949

Chief, FBIS

Personnel Transferred from Cairo to Cyprus

- Ref. : a. Memorandum to Chief, Mediterranean Bureau from Assistant Chief, Mediterranean Bureau dated 12 January 1949, subject as above.
- b. Memorandum to Assistant Chief, Mediterranean Bureau from Chief, Mediterranean Bureau dated 20 January 1949, Subject: Transfer of Foreign Employees from Cairo to Cyprus.
- c. Memorandum to Chief, FBIS from Chief, Mediterranean Bureau dated 20 January 1949, Subject: Transfer of Foreign Personnel from Cairo to Cyprus.
- d. Memorandum to Chief, FBIS from Chief, Mediterranean Bureau dated 28 January 1949, Subject: Transfer of FBIS Employees from Cairo to Cyprus.
- e. Confidential message to Assistant Chief, Mediterranean Bureau from Chief, FBIS dated 18 February 1949, copy attached.
- f. Cairo-Cyprus Transferee Employment Agreement, copy attached.

1. All questions raised in references above have been discussed with appropriate officials of this Agency and answers pertaining thereto are listed in subsequent paragraphs below.

2. The original employment agreement furnished you for use of personnel recruited in the Near and Middle East and transported to Cyprus has been revised, and a special Cairo-Cyprus Transferee Employment Agreement (Reference f.) will be employed for the six Cairo-Cyprus transferees only. You are cautioned to use this new employment agreement only for these six personnel transferred from Cairo to Cyprus. The original agreement will continue to be used for other employees recruited and transported to Cyprus.

It will be noted that the employment agreement for the six transferees requires that they accept transfer from Cairo to Cyprus and waive all terminal benefits that would be due them if they were terminated in Cairo. Future benefits will be in accordance with United States Government employment policies and the applicable laws of the Colonial Government of Cyprus. These facts should be clearly understood by each of the six employees. However, the conditions as tactfully as possible, in order that they

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will accept transfer and will not at any future time press claim against the United States Government for alleged Egyptian terminal benefits.

3. With respect to Reference a. above, the following answers are furnished to ASSUMPTIONS and QUESTIONS presented therein:

ASSUMPTIONS:

(1) As stated above, personnel will be transferred from Cairo to Cyprus. Employment will, therefore, not be terminated.

(2) The new employment agreement will be signed after arrival of the employee in Cyprus. The terms of the agreement and all conditions outlined therein should be discussed with and receive the approval of the employee before his departure from Cairo. However, in order to avoid the possibility of such agreement being subject to Egyptian Law, actual signature will take place in Cyprus. Three signed copies of the agreement should be forwarded to Washington, one copy should be retained in the Bureau files, and one copy should be furnished the employee.

(3) Employees will not be paid for accrued annual leave nor indemnity upon leaving Cairo inasmuch as employment will not be terminated.

QUESTIONS:

(1) Travel orders will be prepared in Washington. T/E's will be issued in Cairo.

(2) No travel allowances will be authorized for either employees or dependents. Transportation of 35 pounds of excess baggage will be authorized for each employee, but not for dependents.

(3) See Question (2) above.

(4) Covered in new employment agreement.

(5) Air travel both for employees and for dependents is authorized.

(6) As stated above, no terminal benefits will be paid these employees. However, employees may be paid 18 Cyprus pounds any salary due them from Cairo employment after arrival in Cyprus.

4. With respect to Reference b. above, the following answers and/or comments are presented:

(1) a. See paragraph 3. above. (Assumption (1)).

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b. Approved as stated.

c. (1) Approved as stated.

(2) Approved as stated.

(3) Approved as stated.

(4) Approved as stated. Travel orders for employees will be written with "Kyrenia, Cyprus" as destination. Personnel Actions, however, will continue to be written with "Island of Cyprus" as official station.

d. (1) Approved as stated.

(2) Approved as stated.

e. See Paragraph 3. above. (Assumption (2)).

f. See Paragraph 3. above. (Question (3)).

g. See Paragraph 3. above. (Question (6)).

h. Approved as stated.

5. You are cautioned to take all possible precautions to avoid involving the U. S. Government in future repatriation difficulties, even to the extent of possibly losing one or more trained and otherwise qualified employees.

L. K. WHITE

Do (do not) Concur

General Counsel

Do (do not) Concur

Budget Officer

Do (do not) Concur

Personnel Officer

cc:

JRC/at

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